



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE  
REFER TO FILE: **AS-0**

May 22, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **ZERO-TOLERANCE GRAFFITI ABATEMENT PROGRAM SUPERVISORIAL DISTRICTS 1, 2, AND 4 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that these graffiti abatement services are categorically exempt from the California Environmental Quality Act (CEQA).
2. Find that graffiti abatement services can be more economically performed by independent contractors than by County employees.
3. Approve the enclosed Master Agreement (Enclosure A) for "2003 - Graffiti Abatement Program" to be executed with the various contractors listed on Enclosure B at the specified annual rates of compensation, for a contract period of one year commencing on July 1, 2003, with two 1-year renewal options, not to exceed a total contract period of three years.
4. Delegate authority to the Director of Public Works to execute individual contracts under this Master Agreement with each contractor listed on Enclosure B, and to renew each contract for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted; and to terminate any or all of the contracts in accordance with their terms, if, in the Director's opinion, it would be in the best interest of the County to do so.

5. Authorize Public Works to encumber the annual amounts specified on Enclosure B for each of the 10 individual contracts, an aggregate annual amount that will not exceed \$827,400.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Since 1997, the County has been contracting for graffiti removal services under the Zero-Tolerance Graffiti Abatement Program. Award of these contracts will continue this program in Supervisorial Districts 1, 2, and 4. This program is designed to remove graffiti quickly and as often as necessary to keep the zones graffiti free. A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for fame and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed or buffed out. In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration.

### **Implementation of Strategic Plan Goals**

This action meets the County's Strategic Plan Goals of Fiscal Responsibility, Organizational Effectiveness, and Children and Families' Well Being. These contracts will improve internal operations through the utilization of these contractors' expertise to effectively provide this service in a timely, responsive, and cost-effective manner. In addition, this cleanup program will affect the well being of all living in the affected areas. Prevention and timely removal of graffiti addresses urban blight and enhances the quality and attractiveness of neighborhoods for residents and businesses.

### **FISCAL IMPACT/FINANCING**

These contracts are for an aggregate amount not to exceed \$827,400 annually. Funds for the contracts' first year are available in Public Works' 2003-04 Road Program Budget as well as the Public Ways, Public Facilities General Fund. Graffiti removal costs that are eligible will utilize block grants received from the Community Development Commission.

Each individual contract will be for an initial period of one year commencing on July 1, 2003. Thereafter, the Director may renew the contracts from year to year for a total contract period not to exceed three years. In any event, any one or all of these contracts may be canceled or terminated at any time by the Director, without cause, upon the giving of at least 30 days' written notice to the contractor(s). These contracts also allow termination, should funds not be appropriated for a future fiscal year.

Based on the Auditor-Controller's guidelines for determining the cost-effectiveness of Proposition A contracts, Public Works has determined that graffiti abatement in the specified zones can be more economically performed by independent contractors than by County employees (It should be noted that, were Public Works' staff to perform the contract work, two-person teams would be used to ensure the safety of our employees, since some individuals and groups may view graffiti abatement work as hostile activity.)

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This graffiti abatement service is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Businesses) of the Los Angeles County Code.

Public Works has evaluated and determined that these contractors comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agree to pay their full-time employees providing County services a living wage.

The enclosed sample contract (Enclosure A) will be utilized for each graffiti zone contract. Prior to execution by the Director of Public Works, each contract will be properly signed by the contractor and approved as to form by County Counsel.

Public Works has confirmed that the Child Support Services Department has received the contractors' Principal Owner Information forms in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **CONTRACTING PROCESS**

On March 19, 2003, Public Works solicited proposals from 179 independent contractors and general community business organizations to accomplish this work. Also a notice of proposal availability was placed on the County's bid website (Enclosure C) and advertisements were placed in the Los Angeles Times.

On April 14, 2003, five proposals were received for graffiti abatement zones 1A, 1B, 2A, 2B, and 2D, and four proposals for each of the remaining five zones. The proposals were

first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals. All proposals met these mandatory requirements and were then evaluated by an evaluation committee consisting of Public Works' staff and a representative of the Sheriff's Department. The committee's evaluation was based on criteria outlined in the solicitation document which included proposers' technical competence, record of past performance, approach to work, and cost. Based on this evaluation, it is recommended that the contractors named on Enclosure B be awarded contracts for the zero-tolerance zones indicated.

Enclosure D reflects the proposers' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The required Comprehensive General and Automobile Liability Insurance certifications, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work commences.

As requested by your Board, the contractors submitted safety records that, in our opinion, reflect that activities they conducted in the past have met reasonable standards of safety.

Public Works has accessed available resources to review and assess the proposed contractors' past performance, history of labor law violations, and any negative experience with County contracts.

These contracts contain Board-ordered terms and conditions regarding notification to current and new employees about the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, the Contractor Employee Jury Service Program, contractor responsibility and debarment, nonpayment for services received after expiration or termination of a contract, and the Safely Surrendered Baby Law.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractors will not be required to perform services that exceed the contracts' approved amount, scope of work, and/or terms.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees.

The Honorable Board of Supervisors  
May 22, 2003  
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**CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc. 4

cc: Chief Administrative Office  
County Counsel  
Auditor-Controller (DeWitt Roberts, w/o enc.)  
Office of Affirmative Action Compliance (Robert Valdez)

MASTER AGREEMENT FOR GRAFFITI ABATEMENT SERVICES

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and (Name of Contractor), a (FORM OF ENTITY), hereinafter referred to as "Contractor,"

WITNESSETH:

1. That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 14 day of April, 2003, hereby agrees to provide graffiti abatement services at Zero-Tolerance Zone \_\_\_\_\_ as described in the attached specifications for Zero-Tolerance Graffiti Abatement, including but not limited to Exhibit A, Scope of Work.
2. That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, the Service Contract General Requirements; and, Exhibit C, Safely Surrendered Baby Law Fact Sheet, all attached hereto, and the Contractor's Proposal, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.
3. That the County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to the Schedule of Prices set forth in the Contractor's Proposal and attached hereto as Form PW-3, an annual amount not to exceed \$ \_\_\_\_\_ or such greater amount as the Board may approve.
4. That this Contract's initial term shall be for a period of one year commencing on July 1, 2003. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total Contract period of three years. The County, acting through the Director, may give a written notice of intent to extend the Contract at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the Contractor.
5. That the Contractor shall present monthly invoices in triplicate (one original and two copies) for all services furnished during the preceding month. The County agrees to initiate payment approval within five business days of the receipt of a properly

completed invoice from the Contractor. Approval and payment by the County will be done within 30 days. Invoices shall be submitted to:

County of Los Angeles  
Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

6. That the monthly invoices shall indicate inclusive dates of services, contract number, names of the Contractor's employees, the work performed identified by the employee's wage rate, and mileage data, if applicable. Additionally, the Contractor shall submit with the invoice, on County-provided payment detail forms, information for each employee which will identify date, project name, hours, wage rate, applicable mileage, etc.
7. That no cost of living adjustments shall be granted.
8. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth as Exhibit C to this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.
9. The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.
10. That in the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's provisions shall control and be binding.
11. That the Contractor agrees in strict accordance with the Contract specifications and conditions to meet the County's requirements.
12. That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

(NAME OF CONTRACTOR)

By \_\_\_\_\_

By \_\_\_\_\_

**SCOPE OF WORK**

A. **Background**

During the past four years, Public Works has successfully carried out the Board of Supervisors' policy of establishing "zero-tolerance" graffiti abatement zones in unincorporated and incorporated areas of the County. The Graffiti Abatement Program is designed to remove graffiti quickly and as often as necessary to keep the designated zero tolerance zones free of graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed or buffed out.

In areas where the incidence of graffiti vandalism is low, cleanups may be a sufficient method to deal with the problem and maintain a satisfactory community image. In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration.

B. **Work Description - General Statement**

The work consists of performing all operations concerning graffiti removal from various surfaces on private residential, commercial, industrial and public property within the assigned Zero-Tolerance Zone(s). The County's goal is to have no graffiti visible within the established zone, either on private property or County rights of way. It is recommended that the Contractor establish a route, but flexibility is necessary due to priority assignments. The Contractor must fulfill requests but must also patrol the assigned area, seeking graffiti not yet reported. Priority shall be given to County property and rights of way.

C. **Telephone Communications**

The Contractor shall be available at all reasonable times to report and confer with Public Works staff with respect to these graffiti removal services. Minimally, the Contractor shall provide a bilingual (Spanish/English) telephone answering service and FAX, within the County, from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works and the residents.

D. **Supervisor Qualifications**

The Contractor's on-site supervisor shall have a thorough knowledge of the needs of the assigned Zero-Tolerance Zone(s), these Specifications, Terms, Conditions and Requirements and must speak and understand both Spanish and English.

E. Vehicle Signage

The words in the following order: "Los Angeles County Graffiti Abatement Program" and the Contractor's Name or Firm's name, together with the Department's "Hotline Number," shall be printed in legible letters, not less than two inches in height, on both sides of all trucks used in the Zero-Tolerance Zone.

F. Work Priority

The Contractor shall log all graffiti removal requests. Response shall be in the following priority:

- (1) Requests from the Public Works Graffiti Program Manager;
- (2) Requests from the Public Works Hotline Operator;
- (3) Direct calls from Supervisorial District Staff; and
- (4) Direct constituent requests.

G. Graffiti Removal Services - General

The Contractor shall conduct the graffiti removal services as follows:

1. Remove graffiti from private residential, commercial, and industry structures, alleys, walls, mail boxes, light fixtures, driveways and County property and rights of way in the Zero-Tolerance Zone shown in Exhibit B (Zone Maps). Provide personnel, supervision, tools, supplies, materials, equipment, transportation and other incidentals necessary to perform the work.
2. Public Property: Where color-matching is specified, all paints used shall match existing colors to the satisfaction of the Graffiti Abatement Program Manager. The Contractor shall receive no additional compensation for repainting to match color.
3. Private property: Graffiti shall be removed using new and/or recycled water-based paint. Make the best possible match to the existing color. If residents/businesses request specific color, Contractor may provide labor as long as paint has been provided. Graffiti shall be removed using the appropriate methods specified in this Contract from walls, stucco, driveways, wood structures, etc.
4. These standards are basic. However, other standards may be developed and incorporated herein, as other graffiti surfaces are found.
5. Remove graffiti from all types of surfaces such as, but not limited to wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, etc.

## SCOPE OF WORK

6. Maintain a zero tolerance in the area shown in Exhibit B (Zone Map) by removing all graffiti within 48 hours, Monday through Friday.
7. Remove graffiti which is vulgar (i.e., profane, obscene or racist) within 24 hours, seven days per week.
8. Respond to Department Graffiti Program Manager priority assignments within 24 hours, seven days per week.
9. Remove graffiti within 24 hours from County property and rights of way, Monday through Friday.
10. Remove graffiti from private property within 48 hours when requested through the Department's hotline operator, supervisorial district staff or other sources, Monday through Friday.
11. Provide the Department with work record reports no later than the fifth day of each month. The monthly report shall indicate the number and source of crews utilized, hours worked, street addresses of each work site, square footage painted over or water blasted, gallons of paint used and the type of surface worked on. When graffiti is removed from County property, the report shall itemize the County property by, but not limited to light standards, parkway trees, traffic signs, etc.
12. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc.
13. Use County-approved chemical solvents when removing graffiti from County property, such as street light poles, traffic signs, control boxes, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Department inspection.
14. Use special paint for particular non-treated surfaces on County property such as light poles, underpasses, pedestrian tunnels, control boxes, etc., when requested to do so by the Department. Sage green color shall be used for control boxes and other special colors shall be used on County property as directed by the graffiti program and shall be repainted until color-matched to the satisfaction of the County.
15. Match the existing surface color when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas.
16. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.

## SCOPE OF WORK

17. For privately owned property, the Contractor shall obtain and retain the written consent of the owner or the owner's authorized agent before working on the property.
18. Maintain a sufficient number of crews to adequately provide the assigned graffiti removal tasks and maintain the Zero-Tolerance Zone.
19. Train personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing graffiti improperly.
20. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).
21. Maintain a record/log of all requests and constituent complaints. Records will be available to the Department upon request. The complaint log shall include the action taken to resolve the complaint.
22. Assist Department with special requests (i.e., removal of graffiti before parades, community cleanups, etc.).
23. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this Contract, for replacing any original lettering, pictures, etc., on a commercial sign. With the owner's/occupant's approval, the Contractor shall proceed with diligence to remove the graffiti with as little damage to the commercial signage as is possible.

### H. Graffiti Removal Services, County Property

1. For graffiti removal from County-owned property, the Contractor shall use the following additional specifications:
2. Water-based and/or recycled paint shall be used.
3. Sidewalk surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. Painting over shall not be permitted. The sidewalks shall be clean of all graffiti, graffiti residue and paint. The sidewalks shall be blocked off for safety. The sidewalk areas being cleaned shall be feathered to match other graffiti-free sidewalk areas.
4. Curb facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the paint color (red, green or white) depending on original curb

## SCOPE OF WORK

- color and/or parking restrictions, as approved by the Department. Non-painted curbs shall be painted using concrete color paint or cleaned with water blasting machines.
5. If surfaces are painted in red, red cover-up paint shall be used, as per County color.
  6. If surfaces are painted green, green cover-up paint shall be used, as per County color.
  7. If surfaces are painted white, white flat cover-up paint shall be used, as per County color.
  8. If surfaces are non-painted curbs, then concrete color paint shall be used on the curb face and flat area of the gutter.
  9. If surfaces have legal written designation, i.e., loading zones, bus zones, etc., once the graffiti has been removed, the written designation shall be repainted.
  10. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole.
  11. Wooden Light Poles: Graffiti shall be removed using a water-based brown paint to match the wood color. All paper signs shall be removed.
  12. Bus Stops: All graffiti shall be removed using a graffiti removal spray on the plastic sides and sitting areas. The surfaces shall be washed with water. If graffiti has been placed over advertisements, then paint matching the ads' colors shall be used to cover the graffiti. If the bench is a natural concrete color, a water blasting machine with soda compound shall be used and washed clean.
  13. Trees: All graffiti on trees shall be removed by using a water blasting machine with a large spray tip so as not to damage or kill the tree by removing its bark.
  14. Concrete Block Walls: All graffiti shall be removed by either a water blasting machine with soda compound or water-based paint. The paint over color shall match the wall color. Over spray on sidewalk or private property shall not be allowed.
  15. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

## SCOPE OF WORK

16. **Rock Walls:** All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
17. **Wooden Fencing:** All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match other parts of the fencing.
18. **Chain Link Fencing and Pipe:** All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
19. **Metal Fencing (sheets):** All graffiti shall be removed from metal fencing. The paint-over color shall match other parts of the fence. Paint-over shall be a water-based color, painted and feathered to match other painted fenced areas. The Contractor shall remove all paper signs before painting.
20. **Stucco-Faced Walls:** All graffiti shall be painted over using a water-based color. The Contractor shall match paint colors and feather the paint into other painted stucco areas. No paint over spray shall be allowed on sidewalks or private property.
21. **Asphalt Concrete (street):** The Contractor shall not be responsible for removing graffiti found on the asphalt concrete portion of any street in the zero-tolerance graffiti abatement zone. The Contractor shall immediately notify the Department if graffiti is found on the asphalt concrete. Contractor shall be responsible for removing graffiti from the curbs and gutters.
22. **Road Signs/Stop Signs:** All reflective light sensitive signs shall be excluded from abatement, including stop signs. Wooden sign posts shall be painted using a flat white water-based paint. Galvanized sign posts shall be painted using galvanized colored paint. All paper signs shall be removed from the posts before applying paint.
23. **Glass Windows:** All graffiti shall be removed from glass using a graffiti removal spray and water. The use of water blasting machines on glass shall be prohibited.
24. **Other Concrete Structures:** Graffiti over-paint on concrete reinforced retaining walls, tunnel fronts and auto barrier walls shall be removed by using either a water blasting machine, soda compound or water-based paint. Contractor shall match color to the color already painted on the

surface. Contractors shall feather paint into already painted or non-painted surfaces.

I. Hours and Days of Graffiti Service

Hours of service shall be based on a 40-hour work week. Flexibility and responsiveness are required to comply with Paragraph C, Work Description - General Statement. When legal holidays occur, the service shall be done before or after such holiday.

J. Utilities

The Department will not provide utilities.

K. Storage Facilities

The Department will not provide storage facilities for the Contractor.

L. Removal of Debris

All debris resulting from or related to these graffiti removal services shall be removed from County property, rights of way, and private property by the Contractor. The debris shall be properly disposed of at the Contractor's expense.

M. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable CalOSHA and departmental safety requirements while at the various job sites. Hard hats and reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal-OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.
2. Contractor shall supply rotating lights for vehicles used in the Contract work.
3. Contractor shall supply personnel with safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

N. Safety Standards

All Contractor's personnel and any volunteers shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel, volunteers, court referrals, etc., shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.

## SCOPE OF WORK

2. Safety vests shall be worn at all times by those removing graffiti from any curb and gutter, sidewalk, overpass, underpass, bridge, building, wall, etc. Also, any curb and gutter from which graffiti is to be removed shall be blocked off by using Department-approved barricades and 24-inch cones. However, the street shall not be closed off. Safety goggles shall be worn by anyone operating water blasting equipment and only trained personnel shall be allowed to operate it.
3. Uniform clothing is required. Uniforms shall consist of a plain white shirt/t-shirt and dark pants. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
4. Use of drugs or alcohol while performing these graffiti removal services is prohibited. Use of drugs or alcohol by court-ordered community service referrals shall be cause for sending the court referral back to the volunteer center.
5. Horseplay, shoving, pushing, etc., shall not be allowed.
6. Excess paint shall be disposed of properly. Paint containers shall be opened, mixed with sand, dirt or cat litter and allowed to dry. Once the paint is completely dry, it can be disposed of in the regular trash.
7. Paint brushes, rollers or frames shall be washed in clean water and the water shall be disposed of in a sink or toilet. Water used to clean paint tools shall not be disposed of in storm drains and gutters and/or on sidewalks and streets.

### O. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

### P. Responsibilities of the Department

The Director, acting through the Graffiti Abatement Program Manager or other designee shall approve or disapprove Contractor's performance under this Contract. Public Works will make regular inspections of the Zero-Tolerance Zone to verify that the requested work has been completed according to these

**SCOPE OF WORK**

Specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

**Q. Liquidated Damages**

Subject to Section 2.Q. of the Service Contract General Requirements, Liquidated damages may be imposed and deducted from the Contractor's compensation for failure to satisfy the following Performance Standards:

**PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THEREAFTER.	0%	100% INSPECTION ON A PERIODIC BASIS	ALL CONTRACT REMEDIES RESERVED	ALL CONTRACT REMEDIES RESERVED
COMPETENT SUPERVISORY STAFF	RESPONSIVE TO COMPLAINTS AND REQUESTS. MAINTAIN GOOD WORK RECORDS. MAINTAIN ACCEPTABLE LEVEL OF SERVICE.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS	ALL CONTRACT REMEDIES RESERVED	ALL CONTRACT REMEDIES RESERVED
UNIFORMS	UNIFORMS ACCEPTABLE TO COUNTY WORN BY ALL EMPLOYEES ON THE JOB.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS	5% OF TOTAL MONTHLY CONTRACT COST	\$20 FOR EACH TIME AN EMPLOYEE NOT IN AN ACCEPTABLE UNIFORM.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES MUST HAVE THOROUGH KNOWLEDGE OF SERVICE AREA AND ITS NEEDS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS	5% OF TOTAL MONTHLY CONTRACT COST	\$50 FOR EACH EMPLOYEE NOT KNOWLEDGEABLE IN THE JOB REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST	\$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

**SCOPE OF WORK**

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
REMOVE GRAFFITI	DAILY - GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 24 HOURS TUESDAY THROUGH FRIDAY. ALL WEEKEND GRAFFITI REMOVED MONDAY. COLOR MATCHED WITHIN 48 HOURS	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST	\$5 PER SQUARE FOOT (OR PRO-RATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

*EXHIBIT B: Service Contract General Requirements*

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works work.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the job site. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of services under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that services shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

O. Job Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - All the time limits and acts required to be done by both parties are of the essence of the Contract;
  - The parties are both experienced in performance of the Contract work;
  - The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are

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realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract at the Proposal price;

- The parties are not under any compulsion to Contract;
  - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided will have resulted in a loss of its savings in the costs of the work to be performed; and
  - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT  
ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without the Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the prior written consent of the

EXHIBIT B: Service Contract General Requirements

Director. Any prohibited delegation of duties or assignment of rights under the Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

H. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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K. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

L. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

M. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
2. The Contractor shall develop all publicity material in a professional manner.
3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of

*EXHIBIT B: Service Contract General Requirements*

subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- i. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
  - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other

*EXHIBIT B: Service Contract General Requirements*

sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the services are deemed unsatisfactory in the opinion of the Director.

4. Termination for Convenience

a. It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

b. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

c. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

d. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of the County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Notwithstanding any other provision regarding time to cure default, failure to cure such a default within 90 days of notice by the

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County shall be grounds upon which the County may give notice of termination and terminate this Contract.

6. Termination Claim

- a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.
- b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.
- c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

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Assistant Director  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

1. The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:
2. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
3. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
4. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions

during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

W. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

Y. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the

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active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond

EXHIBIT B: Service Contract General Requirements

shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A.VII, unless other- wise approved by County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
  - a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.
  - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

EXHIBIT B: Service Contract General Requirements

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor, or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage.)
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
  - a. Each Accident: \$1 million

EXHIBIT B: Service Contract General Requirements

- b. Disease - policy limit: \$1 million
  - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
- a. Personal Property: Automobiles and Mobile Equipment - Special form ("all risk") coverage for the actual cash value of County-owned or leased property.
  - b. Real Property and All Other Personal Property - Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which

EXHIBIT B: Service Contract General Requirements

may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

H. Right of First Refusal for Employment Openings Under Contracts Subject to County Code Chapter 2.121

1. Should the Contractor require additional personnel after award of the Contract to perform the services set forth herein, the Contractor shall give the right of first refusal for such employment openings to Public Works employees. Such offers of employment shall be in writing and shall be valid for a period of 15 calendar days.
2. The Contractor shall not engage the services of other individuals until all such employees have been offered employment and have accepted, refused, or not responded within the 15-day period.
3. Employment offers to County employees shall be under the same condition and rate of compensation which apply to other individuals who are employed or may be employed by the Contractor.
4. The Contractor shall maintain records of each employment offer made to County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected, or not responded to.
5. The County employees who are employed by the Contractor under this section shall not be discharged during the term of the Contract except for cause.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to

*EXHIBIT B: Service Contract General Requirements*

modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program (Program) as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under this Contract:
  - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such

*EXHIBIT B: Service Contract General Requirements*

subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of

EXHIBIT B: Service Contract General Requirements

the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into

*EXHIBIT B: Service Contract General Requirements*

Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may

*EXHIBIT B: Service Contract General Requirements*

deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage

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rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or

*EXHIBIT B: Service Contract General Requirements*

collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 8

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for

*EXHIBIT B: Service Contract General Requirements*

an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 9

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

Public Works recommends that these graffiti contracts listed below showing Contractors, zones and annual amounts be awarded to the following firms under the Master Agreement for "Graffiti Abatement Program."

<u>ZONES</u>	<u>CONTRACTORS</u>	<u>ANNUAL CONTRACT AMOUNT</u>
1A	Superior Property Services, Inc.	\$114,000
1B	Superior Property Services, Inc.	\$136,800
1D	Superior Property Services, Inc.	\$ 43,200
1E	Urban Graffiti Enterprises, Inc.	\$ 60,000
2A	Superior Property Services, Inc.	\$105,000
2B	Urban Graffiti Enterprises, Inc.	\$102,000
2C	Urban Graffiti Enterprises, Inc.	\$ 66,000
2D	Superior Property Services, Inc.	\$ 97,800
2E	Superior Property Services, Inc.	\$ 58,800
4A	Urban Graffiti Enterprises, Inc.	\$ 43,800
	<b>TOTAL</b>	<b>\$827,400</b>

Urban Graffiti Enterprises Inc.  
P.O. Box 2383  
Covina, CA 91722

Superior Property Services, Inc.  
1415 E. McFadden Avenue, Suite D  
Santa Ana, CA 92705

Award Information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 187  
**Bid Title :** Zero-Tolerance Graffiti Abatement Services  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** GRAFFITI REMOVAL SERVICES  
**Open Date :** 3/19/2003  
**Closing Date :** 4/14/2003 5:30 PM  
**Bid Amount :** N/A  
**Bid Download :** Not Available  
**Bid Description :** NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works until 5:30 p.m., Monday, April 14, 2003, for "Zero-Tolerance' Graffiti Abatement Services."

A Proposers' Conference will be held on Monday, March 31, 2003, at 2 p.m. in Conference Room C at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this conference.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. For more ADA information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Español) to have it mailed.

**Contact Name :** Marcia Lucero  
**Contact Phone# :** (626) 458-4044  
**Contact Email :** [mlucero@ladpw.org](mailto:mlucero@ladpw.org)  
**Last Changed On :** 3/26/2003 8:59:41 AM

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**FORM PW-9**  
**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**(CBE) Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: SUPERIOR

I AM NOT  I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

**II FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify)

Total Number of Employees (including owners): 12

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnicity	Contractor		Employee		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	0
Hispanic/Latino	0	0	0	0	6	2
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	2	0	0	0	0	0

**III PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	90 %
Women	0 %	10 %	0 %	0 %	0 %	0 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABC INFORMATION IS TRUE AND CORRECT.**

Authorized Signature: [Signature] Title: President Date: April 10, 2003

**FORM PW-9**  
**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Urban

I AM NOT  I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 52010701

**II FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify)

Total Number of Employees (including owners): 21

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnicity	Owner/Partner/Associate/Proprietor		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	<u>1</u>	<u>1</u>	<u>3</u>		<u>13</u>	<u>2</u>
Asian or Pacific Islander						
American Indian						
Filipino						
White				<u>1</u>		

**III PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	<u>100</u> %	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature: [Signature] Title: President Date: 9/14/03

**FORM PW-9**  
**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Cal Painting

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

**II FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify)

**Total Number of Employees (including owners):**  
 8

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owner/Partner/Associate/Member		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	1
Hispanic/Latino	1	0	1	0	4	1
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	0	0	0	0

**III PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	100 %	0 %	0 %	0 %	0 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
WE PARTICIPATE 3% DVBE USING HAVLSIDE AND HEASTINGS INC.					

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature: [Signature] Title: Owner Date: 4-14-03

**FORM PW-9**  
**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: *Grace*

I AM NOT  
 I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: VRN 52885701

**FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify)

**Total Number of Employees (including owners):** 90

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1	1	56	30
Asian or Pacific Islander	1		1			
American Indian						
Filipino						
White						

**PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
City of Los Angeles	x		x		06
State of California	x		x		04

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: *[Signature]* Title: President Date: 4/10/03

FORM PW-9  
**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Coraggio Control

I AM NOT  I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 05696502

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify)

Total Number of Employees (including owners): 65

Race/Ethnic-Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino			16		40	2
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1			1	2

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: [Signature] Title: PRESIDENT Date: 4/8/03